

TFC Contract No. 18-109-000  
Delta-T Commissioning dba Delta-T Ltd.  
Assignment No. 2  
Project No. 18-004-8803

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
DELTA-T COMMISSIONING DBA DELTA-T LTD.**

**TFC CONTRACT NO. 18-109-000**

**ASSIGNMENT NO. 2**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 2**

(hereinafter referred to as “Assignment No. 2” or “Assignment”) is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as “TFC”) and Delta-T Commissioning dba Delta-T Ltd., located at 7901 Cameron Road, Building 2, Suite 319, Austin, Texas 78754 (hereinafter referred to as “PSP”) (TFC and PSP are hereinafter referred to individually as a “Party” or collectively as “Parties”), to be subject to the terms and conditions that follow:

**DESCRIPTION OF PROJECT:** The project for which PSP agrees to provide Professional Services is generally described as furnishing the necessary tools, instruments, and technicians to perform Associated Air Balance Council (“ABBC”) certified HVAC testing, adjusting and balancing, and commissioning services at the Texas School for the Deaf Toddler Learning Center located in Austin, Texas (hereinafter referred to as the “Project”), as further depicted in “Exhibit A-2,” PSP’s IDIQ Assignment No. 2 Proposal dated February 26, 2020, attached hereto and incorporated herein for all purposes and consisting of two (2) pages.

**DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 2 shall be completed no later than December 31, 2021, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 2.

**SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 2.

**SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 2 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

**FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 2 shall not exceed the sum of Forty-Four Thousand and No/100 Dollars (\$44,000.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and

TFC Contract No. 18-109-000  
Delta-T Commissioning dba Delta-T Ltd.  
Assignment No. 2  
Project No. 18-004-8803

reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

**IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:**

For this Assignment No. 2, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-2."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

[This Space Intentionally Left Blank]

TFC Contract No. 18-109-000  
Delta-T Commissioning dba Delta-T Ltd.  
Assignment No. 2  
Project No. 18-004-8803

**ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION**

By:  B1C9FC0A8020417...

Mike Novak

Executive Director

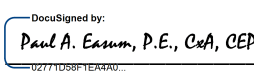
Date of execution: 04/04/2020 | 7:53 AM CDT

GC 

Dir 

DED 

**DELTA-T COMMISSIONING DBA  
DELTA-T LTD.**

By:  02771D58F1E49A0...

Paul A. Easum, P.E., CxA, CEP

General Partner

Date of execution: 04/03/2020 | 8:50 PM PDT

TFC Contract No. 18-109-000  
Delta-T Commissioning dba Delta-T Ltd.  
Assignment No. 2  
Project No. 18-004-8803

## **EXHIBIT A-2**

**PSP'S IDIQ ASSIGNMENT NO. 2 PROPOSAL DATED FEBRUARY 26, 2020**



# DELTA-T



CERTIFIED TESTING AND BALANCING OF AIR & HYDRONIC SYSTEMS

## PROPOSAL

February 26, 2020

**To:** Texas Facilities Commission

**Attention:** Daniel Yen Daniel.Yen@tfc.state.tx.us

RE: Testing & Balancing

JOB NAME: TSD Toddler Learning Center

LOCATION: Austin, TX

We propose to furnish the necessary tools, instruments and technicians to perform the testing, adjusting and balancing and commissioning services on the above referenced project as shown on the contract drawings and as outlined in the specifications. All tests shall be performed in accordance with the Associated Air Balance Council National Standards and ACG.

THE ABOVE SERVICES SHALL BE PERFORMED FOR THE SUM OF:

Test and Balance

WRITTEN AMOUNT: **Twenty-Three Thousand Five Hundred Dollars - \$23,500.00**

Commissioning

WRITTEN AMOUNT: **Twenty Thousand Five Hundred Dollars - \$20, 500.00**

Total Sum

WRITTEN AMOUNT: **Forty-Four Thousand Dollars - \$44, 000.00**

Test and Balance Services will include a complete TAB of the Following Systems:

1. Mechanical/HVAC Systems:

a. Air Distribution Systems

1. fans, air handling units,
2. dampers and terminal units,
3. supply, return, exhaust, and outdoor air

b. Water Distribution Systems

1. pumps,
2. heating/cooling coils, control and balancing valves
3. heating/chilled water supply and return



# DELTA-T



CERTIFIED TESTING AND BALANCING OF AIR & HYDRONIC SYSTEMS

(Proposal includes: 1 AHU, 49 VAVs, 1 FCU, 2 Fans, 2 Pumps, 1 Final TAB Report typed and 1 CD copy of the Final TAB Report in a searchable PDF format.)

Commissioning Services for the project include:

- A. Development of Commissioning Plan
- B. Development of Functional Tests
  - a. HVAC Equipment, Systems and Controls
  - b. Lighting and Controls
  - c. Plumbing
- C. Preliminary Commissioning Reports
- D. Acceptance Report
  - a. Copy to Building Code Official
  - b. Copy to Owner or Owner's Authorized Representative.
- E. Manual
  - a. Submittal Data
  - b. Manufacturer's O&M
  - c. Service Agency
  - d. System Control Points
- F. TAB Report Review and Comments
- G. Final Commissioning Report
  - a. Results of functional tests
  - b. Deficiencies found during testing including corrective measures
  - c. Functional procedures used during commissioning
  - d. List of deferred tests
  - e. Report shall be in a searchable PDF format.

If there are any questions concerning this proposal, please contact me.

Delta-T Ltd.

A handwritten signature in black ink, appearing to read "Jeff Keene".

Jeff Keene  
Member Delta-T Operations Management  
General Partner Delta-T Ltd

TFC Contract No. 18-109-000  
Delta-T Commissioning dba Delta-T Ltd.  
Assignment No. 2  
Project No. 18-004-8803

## **EXHIBIT B-2**

### **LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS**

# LIST OF CONTRACTOR PROJECT MANAGER AND SUBCONTRACTORS (Name, Address & Contact Person (Project Manager))

A. Project Manager:		Name: Jeff Keene (TAB)-Paul Easum (Commissioning) Company Name: Delta-T Ltd. Address: 7901 Cameron Rd, Bldg 2 Suite 319, Austin, TX 75754 Phone No.: 512-590-1051 Email: <a href="mailto:Jeff@deltatltd.com">Jeff@deltatltd.com</a> Paul@deltatltd.com
B. Subcontractors:		<b>Delta-T will not use any Subcontractors</b>
	1.	Name: Company Name: Address: Phone No.: Email:
	2.	Name: Company Name: Address: Phone No.: Email:
	3.	Name: Company Name: Address: Phone No.: Email: